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Attorneys for Plaintiffs Phoenix Holding Group, LLC and Phoenix Warehouse of California, LLC

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

\_\_\_\_\_  
PHOENIX HOLDING GROUP, LLC, a  
New Jersey limited liability company, and  
PHOENIX WAREHOUSE OF  
CALIFORNIA, LLC, a California limited  
liability company,

Plaintiffs,

v.

\_\_\_\_\_  
GREENWICH INSURANCE COMPANY,  
a Delaware corporation, and THE  
DORFMAN ORGANIZATION, LTD., a  
New York corporation,

Defendants.

)  
)  
) Case No. 2:15-cv-01583-DSF-JC

) Hon. Dale S. Fischer

) **JOINT STIPULATION AND**  
) **REQUEST FOR DISMISSAL OF**  
) **COMPLAINT WITH**  
) **PREJUDICE**

1 Phoenix Holding Group, LLC and Phoenix Warehouse of California, LLC  
2 (“Phoenix”) and Defendants Greenwich Insurance Company (“Greenwich”) and  
3 The Dorfman Organization, Ltd. (“Dorfman”) jointly submit this request for  
4 dismissal of Complaint with prejudice.

5 WHEREAS, Phoenix, Greenwich, and Dorfman reached a settlement that  
6 resolved their disputes and filed a Joint Notice of Settlement on August 3, 2016,  
7 (ECF# 63) advising that the parties would submit a Stipulation and Proposed Order  
8 to dismiss the instant action with prejudice within 45 days;

9 WHEREAS, on August 4, 2016, the Court dismissed this case without  
10 prejudice, while retaining jurisdiction for 45 days to reopen the action on a showing  
11 of good cause (ECF #64);

12 WHEREAS, the settlement has been finalized and the parties seek a  
13 dismissal with prejudice of the captioned case in its entirety, including all claims  
14 and defenses in Phoenix’s complaint against Greenwich and Dorfman;

15 NOW, by and through the designated counsel of record, the parties hereby  
16 stipulate as follows:

17 1. Pursuant to Federal Rules of Civil Procedure 41(a)(1)(A)(ii), (a)(2)  
18 and (c), the complaint filed in the captioned action by Phoenix against Greenwich  
19 and Dorfman be dismissed with prejudice, pursuant to the conditions of the parties’  
20 settlement agreement;

21 2. No award of attorneys’ fees or costs, or of expert fees or costs, is or  
22 shall be made in favor of any party.

23  
24 IT IS SO STIPULATED.  
25  
26  
27  
28

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1 **DATED: August 31, 2016**

**THE ALVAREZ FIRM**

2  
3 /s/ David A. Shaneyfelt

4 **David A. Shaneyfelt**  
5 **Attorney for Plaintiffs Phoenix Holding**  
6 **Group, LLC, and Phoenix Warehouse of**  
7 **California, LLC**

8 **KAUFMAN BORGEEST & RYAN LLP**

9 /s/ Jeffrey S. Whittington

10 **Jeffrey S. Whittington**  
11 **Nicole Sheth**  
12 **Attorneys for Defendant The Dorfman**  
13 **Organization, LTD**

14 **TROUTMAN SANDERS LLP**

15 /s/ Jennifer Mathis

16 **Jennifer Mathis**  
17 **Binh Duong T. Pham**  
18 **Attorneys for Defendant**  
19 **Greenwich Insurance Company**

**CERTIFICATION**

Pursuant to L.R. 5-4.3.4(a)(2)(i), the filing attorney attests that he has obtained concurrence regarding this document's content and authorization to file this document from the indicated signatories to the document.

Dated: August 31, 2016

s/ David A. Shaneyfelt

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